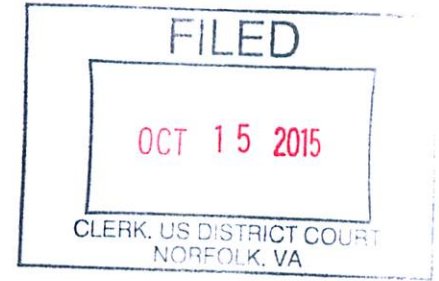


IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
(Newport News Division)



UNITED STATES OF AMERICA, for the)
use and benefit of WARWICK PLUMBING)
& HEATING CORPORATION)

Plaintiff)

v.)

Civil Action No.: 4:15cv111

BCI CONSTRUCTION USA, INC.)
SERVE: INCORP Services, Inc.)
Registered Agent)
7288 Hanover Green Dr.)
Mechanicsville, VA 23111)

and)

WESTERN SURETY COMPANY)
SERVE: CT Corporation System)
Registered Agent)
4701 Cox Road, Suite 285)
Glen Allen, VA 23060)

Defendants.)

COMPLAINT

Plaintiff, the United States of America, for the use and benefit of Warwick
Plumbing & Heating Corporation states its Complaint as follows:

1. This Court has jurisdiction over this matter pursuant to The Miller Act, 40
U. S. C. §§ 3133, et. seq.
2. The United States of America construction project on which this action is
based is located at NASA Langley Research Center, Hampton, Virginia, which is within
the venue limits of the Eastern District of Virginia, Newport News Division.

3. Warwick Plumbing & Heating Corporation (hereafter “WP&H”) is a corporation incorporated under the laws of the Virginia having its principal place of business in Newport News, Virginia.

4. BCI Construction USA, Inc. (hereafter “BCI”) is a corporation with its principal place of business in Belleville, Illinois and was at all pertinent times hereto performing construction work in the Commonwealth of Virginia.

5. Western Surety Company (hereafter “Western”) is a compensated corporation surety licensed to do business in the Commonwealth of Virginia.

6. Defendant, BCI, entered into a contract with the United States of America, Department of the Army, Norfolk District, U.S. Corps of Engineers, to perform certain improvements on a contract known as Potable Water System Project, Contract W91236-13-C-0056 dated August 28, 2013 (hereafter the “Prime Contract”).

7. On or about August 28, 2013, a payment bond was posted on the Prime Contract pursuant to the Miller Act, a copy of which is attached hereto as Exhibit A, binding BCI as principal and Western as surety promising to make prompt payment to all persons supplying labor and material in the prosecution of the work provided for on the Prime Contract (hereafter the “Payment Bond”).

8. On or about October 8, 2013, BCI entered into a subcontract with WP&H in which WP&H agreed to perform a part of the work of the Prime Contract (hereafter the “Subcontract”).

9. WP&H has furnished labor and materials under its Subcontract with BCI, with changes thereto, and is owed the sum of \$57,482.00 for labor and materials furnished to the Subcontract and Prime Contract.

10. Despite demand, BCI has knowingly and wrongfully refused to pay to WP&H the \$57,482.00 for labor and materials furnished to the Subcontract and Prime Contract.

11. BCI has materially breached its legal obligations to WP&H pursuant to the Subcontract due to BCI's failure and refusal to pay to WP&H the \$57,482.00 due and owing for labor and materials furnished to the Subcontract and Prime Contract. WP&H has been damaged by BCI as a result of said breach of the Subcontract in the amount of \$57,482.00.

12. WP&H, having furnished labor and materials to the Subcontract and Prime Contract, is in that class of persons having claims for labor and materials furnished to the Subcontract and Prime Contract under the August 28, 2013 Payment Bond provided by defendants, BCI and Western.

13. Defendants, BCI and Western, are jointly and severally liable under their Payment Bond dated August 28, 2013 to WP&H for labor and materials furnished by WP&H to the Subcontract and Prime Contract in the amount of \$57,482.00.

14. More than 90 days, but less than one year, has elapsed since WP&H last furnished labor and materials to the Project.

15. The labor and materials for which payment is claimed were provided to the Prime Contract by WP&H at NASA Langley Research Center, Hampton, Virginia.

16. Despite demand, BCI and Western have failed and refused to pay any of the balance of \$57,482.00 and owing to WP&H for labor and materials provided to the Subcontract and Prime Contract.

17. All statutory and contractual preconditions and prerequisites to the filing and maintenance of this suit, and to WP&H's recovery of the \$57,482.00 due and owing for labor and materials provided to the Subcontract and Prime Contract, have been complied with, satisfied or waived.

18. BCI and Western have no viable defenses to the claim of WP&H for payment in the amount of \$57,482.00 due and owing to WP&H for labor and materials provided to the Subcontract and Prime Contract. Therefore, BCI and Western are justly indebted to WP&H, jointly and severally, in the amount of \$57,482.00.

WHEREFORE, Plaintiff, Warwick Plumbing & Heating Corporation moves the court for judgment against the defendants, BCI Construction USA, Inc. and Western Surety Company, joint and severally, in the amount of \$57,482.00 plus pre and post judgment interest and costs expended herein.

UNITED STATES OF AMERICA, for the use and
benefit of WARWICK PLUMBING & HEATING
CORPORATION

By 

Of Counsel

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